

REMARKS

Claims 18-40 are pending.

Claims 35 and 40 are amended to correct typographical errors. Claim 36 is amended to add details regarding a second game. Support for this amendment is found, for example, in paragraph 0051. No new matter has been added.

The remaining claims are unchanged.

Claim Rejections - 35 U.S.C. §103(a)

Claims 18-40 have been rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,645,077 to Rowe (Rowe) in view of U.S. Patent No. 5,991,399 to Graunke et al. (Graunke) and in further view of U.S. Patent No. 6,149,522 to Alcorn et al. (Alcorn).

Applicant respectfully requests that the Examiner withdraw the outstanding rejections in view of the following remarks. It is Applicant's belief that the Examiner has misread or misinterpreted the claim element involving receiving code for "a second game that is invalid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device." (Claim 18). Applicant believes that at least this feature of the independent claims is not remotely suggested in any cited prior art reference.

Reconsideration is respectfully requested.

Claim 18 recites a method of operating a gaming device that includes "receiving from a remote device encrypted executable code for a plurality of games including a first game that is valid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device." A game that is valid for execution in the venue/jurisdiction in which the gaming device is located complies with the laws for games in that venue/jurisdiction. (Paragraph 0051). For example, for a gaming device located in Nevada, this first game would be valid under the laws of Nevada. A game that is approved for execution on the gaming device is a game that will execute on the gaming device.

A "second game that is invalid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device" is also received by the gaming device. (Claim 18). For example, for a gaming device located in Nevada, this second game would not be valid under the laws of Nevada, but would be valid under the laws, for example, of New Jersey. Then, only the first private key to decrypt the first set of operating data for the first game is received so that the second game cannot be executed on the gaming device (Claim 18).

An advantage of the method recited in claim 18 is that a gaming device only needs to receive executable code at one time. Then, the gaming device can be located in any jurisdiction, and only have to receive a key to decrypt the game for the particular jurisdiction. The executable code, due to its larger size, requires more time to transfer than a key. Thus,

with the method recited in claim 18, any delays related to receiving executable code are eliminated.

Rowe describes a gaming terminal data repository (GTDR) that “may be used to store game software components, game software component information and gaming transaction information for a plurality of gaming terminals owned by a plurality of gaming entities.” (Abstract). The GTDR may store gaming configurations for a number of different jurisdictions. (Col. 13, lines 56-58). With the GTDR, “a generic gaming terminal may be shipped to a particular jurisdiction and then may be configured remotely using the GTDR.” (Col. 13, lines 58-60). For example, “when the gaming terminal is installed in Nevada, a Nevada configuration is used.” (Col. 13, lines 61-62). Rowe, however, never describes that both a game valid for execution in the venue and a game invalid for execution in the venue in which the gaming device is located are both received by the gaming terminal, as recited in claim 18; i.e., Rowe never describes a gaming terminal located in Nevada receiving a game valid for execution, for example, in New Jersey. Rowe only describes configuring a gaming terminal with a single configuration that is valid for the jurisdiction in which the gaming terminal is located.

Regarding a first game that is valid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device, page 3 of the Office Action states: “i.e., provide the private/public key to decrypt the encrypted game data, wherein ‘a game valid for execution’ is being interpreted as a game that is authorized for execution.”

Regarding a second game that is invalid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device, page 3 of the Office Action states: “i.e. if the game data is not authorized for the user/venue, the user venue will not [be] given the authority to unlock/decrypt the encrypted data. The authority to unlock/decrypt an encrypted data is known as the private and public key of said encrypted data.” Applicant does not understand how this teaches or suggests “receiving from a remote device encrypted executable code for a plurality of games including a first game that is valid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device and a second game that is invalid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device,” as recited in claim 18. As discussed above, Rowe never describes that both a game valid for execution in the venue and a game invalid for execution in the venue in which the gaming device is located are both received by a gaming device.

Graunke is cited for its teaching regarding the manner of encryption, but not with respect to the feature of the gaming device receiving both a game valid for execution in the venue and a game invalid for execution in the venue. Graunke describes that the “[s]ecure distribution of a private key to a user's application program (also called a ‘trusted player’

such as a DVD player or CD-ROM player) with conditional access based on verification of the trusted player's integrity and authenticity is provided.” (Abstract). “Once validated, the trusted player uses the private key to decrypt the encrypted digital content.” (Abstract). Graunke, however, considered alone in combination with Rowe, does not cure the deficiencies noted above with respect to Rowe.

Alcorn is cited for its teaching regarding the gaming device sending information related to the decrypted data to a remote device for authentication of the decrypted data, but not with respect to the feature of the gaming device receiving both a game valid for execution in the venue and a game invalid for execution in the venue. The Office Action does not set forth a rejection of these features in view of Alcorn.

Thus, as explained above, Rowe, Graunke, and Alcorn, considered alone or in combination, fail to teach or suggest the feature of a gaming device “receiving from a remote device encrypted executable code for a plurality of games including a first game that is valid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device and a second game that is invalid for execution in the venue in which the gaming device is located and is approved for execution on the gaming device.” (Claim 18). Claim 18 is therefore patentable because it is not obvious in view of Rowe, Graunke, and Alcorn. Independent claims 22, 35-37, and 40 incorporate a similar feature, and are patentable for at least this reason as well.

Dependent claims 19-21, 23-34, and 38-39 incorporate the features of the independent claims on which they are based. Therefore, the dependent claims are patentable for at least the same reason as the independent claims.

CONCLUSION

The claims are believed to be in condition for allowance. Accordingly, allowance of the claims at the earliest possible date is requested.

If prosecution of this application can be assisted by telephone, the Examiner is requested to call the undersigned attorneys at (510) 663-1100.

Applicant does not believe that any additional fees are required to facilitate the filing of this Amendment. However, if it is determined that such fees are due, please charge such additional fees to Deposit Account No. 504480 (Order No. IGT1376).

Respectfully submitted,
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